



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Approve Personal Services Contract with Bob Christofferson

MEETING DATE: July 17, 1996

SUBMITTED BY: City Manager

RECOMMENDED ACTION: Approve the attached personal services agreement with Robert M. Christofferson

BACKGROUND INFORMATION: In December 1995, the City Council authorized the position of Deputy City Manager. This position has not been filled due to pending personnel actions. However, in March and April there were 12 candidates interviewed for this position. Three top finalists were identified and informed that a final decision on the selection will not be made until November at which time all pending personnel issues should have been resolved.

Until a Deputy is selected and joins the City staff, the City Manager is recommending that the services of a retired professional be hired through the League of California Cities under a personal services contract. Several candidates were recommended by the League and Mr. Robert M. Christofferson was identified as the most capable and experienced based on a personal interview and his experience as a city manager (a copy of his resume is attached).

His 40 years of experience will be very helpful to the City Manager in managing the many outstanding projects and organizational issues the City faces in the next six months, plus being able to provide the City Manager with invaluable advice and assistance on an interim basis.

The contract with Mr. Christofferson is a month-to-month contract not to exceed six months. No additional funding is required for these services. The cost of the contract will be charged against the salary savings of the Deputy City Manager.

FUNDING: No additional funds required.

COST: Not to exceed \$42,000

Respectfully submitted,


H. Dixon Flynn, City Manager

Prepared by Joanne M. Narloch, Human Resources Director

APPROVED: _____
H. Dixon Flynn -- City Manager

PERSONAL SERVICES AGREEMENT

The City of Lodi, California, a municipal corporation ("**City**") and Robert M. Christofferson ("**Contractor**") agree as follows:

1. SCOPE OF SERVICES.

Contractor will do the following:

a. Provide interim organization, coordination, management and oversight of assigned general city administration functions as directed by the City Manager.

b. Contractor shall report to the City Manager on all aspects of his duties.

2. HOURS OF WORK.

a. Contractor will work for a time period commencing July 22, 1996. The term of this agreement will be month to month, not to exceed 6 months.

b. Contractor shall carry out the above tasks during regular City business hours at city offices, and may be required to attend City Council regular and informational meetings.

3. FEES AND EXPENSES.

a. Contractor shall be paid \$3000.00 bi-weekly, in conjunction with City payroll, on the City's regular pay days.

b. For each full workday of service not performed, the prorated amount (\$300.00) shall be deducted from the bi-weekly rate of pay.

c. City shall reimburse Contractor for any direct expenses incurred by Contractor in the performance of this agreement. Direct expenses include, but are not limited to, travel or business expenses directly related to work activities. Any costs related to commute travel are not covered.

d. Contractor shall be responsible for all required Federal and State income taxes or other taxes/assessments that may be due on the fees paid pursuant to this agreement.

4. **HOUSING ALLOWANCE.**

a. Contractor shall receive a housing allowance of \$500.00 per month payable at the end of each month of service.

5. **TERMINATION.**

a. Either party may terminate this agreement, without cause, at any time, upon providing not less than one month's written notice to the other party. In the event of cancellation, City shall promptly pay Contractor for reimbursement of direct expenses for each week's work completed but not yet paid.

6. **INDEPENDENT CONTRACTOR.**

a. In fulfilling this agreement, Contractor is acting as an independent contractor, not as an employee, or agent of the City. The City Manager may authorize Contractor to take certain actions on behalf of said City Manager.

b. Contractor shall not accrue vacation, sick leave, health or other similar benefits, including workers' compensation and unemployment insurance.

c. Contractor shall not enter into additional contracts or accept other assignments which would hinder contractor's ability to fully perform the duties contemplated by this agreement.

7. **OWNERSHIP OF WORK PRODUCTS.**

a. All reports, documents and other written materials prepared for City by Contractor, or received by Contractor, pursuant to this agreement shall be property of City.

8. **COMPETITIVE ACTIVITIES**

a. During the term of this agreement, Contractor shall not, directly or indirectly, either as an employee, employer, officer, director, or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner or in conflict whatsoever with the business of City.

8. **APPLICABLE LAW.**

a. Contractor shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. This agreement shall be construed in accordance with the laws of the State of California.

9. **PERSONAL SERVICES.**

a. All services described will be performed by Robert M. Christofferson. No work shall be performed by any other person(s), nor shall this agreement be assigned by Contractor.

10. **REPRESENTATIVES OF PARTIES; NOTICES.**

H. Dixon Flynn, City Manager of CITY, and Robert M. Christofferson, CONTRACTOR, are authorized to represent and act on behalf of the parties in all matters pertaining to this agreement. For purposes of notice under this agreement, all notices shall be considered effective upon being sent to the parties by certified U.S. Mail to the following addresses:

CITY:

P.O. Box 3006
Lodi, CA 95241-1910

CONTRACTOR:

16201 Stagecoach Road
Meadow Vista, CA 95722

11. **COMPLETE AGREEMENT.**

This agreement constitutes the entire agreement between the parties. This agreement may be modified or provisions waived only upon subsequent written agreement by both parties.

For CONTRACTOR:

For CITY:

Robert M. Christofferson

H. Dixon Flynn

Date

Date

Approved as to form


City Attorney

Summary of Biographical Information

Robert M. Christofferson

Personal Information

Born April 27, 1930, Santa Barbara, California

Married to Gayle, with five grown and married children, ages 40, 38, 36, 29 & 27

Home Address: 16201 Stagecoach Road, Meadow Vista, California 95722

Telephone: (916) 878-9254

Professional Experience

Consultant to Local Government, 1994 to present

City Manager, Redding, 1987 to 1994

City Manager, Fresno, 1983 to 1986

City Manager, Salinas, 1972 to 1983

City Manager, Covina, 1968 to 1972

City Manager, San Dimas, 1965 to 1968

Assistant to City Manager, Glendale, 1956 to 1965

Administrative Intern, Office of City Manager, City of Beverly Hills,
1955 to 1956 (half time during graduate school)

Education

Master of Science degree in public administration, University of Southern
California, 1956

Coro Foundation Internship in Public Affairs, San Francisco, 1954-1955

Bachelor of Arts degree in sociology, University of California at Santa
Barbara, 1952

Military Service

U.S. Navy, Active Duty, Lieutenant (jg), Amphibious Forces, Pacific, 1952-1954

Related Professional Activities

Professorial Lecturer, Graduate School of Public Administration, Golden Gate
University, Monterey Campus (evening classes), 1975 to 1981

Lecturer, School of Public Administration, University of Southern California,
1960s

Professional Association Offices Held

Western Regional Vice President, International City/County Management Association, 1989 to 1991, and Chairman of Ethics Committee, 1990 to 1991
Board of Directors, League of California Cities (representing City Managers Department), 1981 and 1982
President, City Managers Department, League of California Cities, 1981
President, Monterey Bay Chapter, American Society for Public Administration, 1983-1984
President, Monterey Bay City Managers Association, 1974
President, East San Gabriel Valley City Managers Association, 1967
President, Municipal Management Assistants of Southern California, 1960
President, SCAPA PRAETORS (support group for USC School of Public Administration, 1967-1968)
Founding President, Alumni Association, USC School of Public Administration
Vice President, UCSB Alumni Association, 1970
Revenue and Taxation Committee, League of California Cities, 1975 to 1985
League of California Cities Tax Reform Task Force
Legislative Strategy Committee, League of California Cities, Chairman, 1979
League of California Cities Committee on the Fiscal Health of Cities, 1978
League of California Cities Social Issues Committee
League of California Cities Administrative Services Committee

Other Professional Activities

Life Member, International City/County Management Association, Awarded 1994
Fresno City Employees Association "Silver Bullet Award," 1986
Founding Member, California City Management Foundation, 1986
Member of Founding Steering Committee, "Leadership Fresno," 1984 to 1986
Member, Board of Directors and Executive Board, Fresno Economic Development Corporation, 1983 to 1986
Rotary Club of San Dimas, Covina, Salinas, Fresno and Redding (various offices and committee assignments, including president)
Sunrise House (youth crisis center in Salinas) Board of Directors and President
Administrator of the Year, Brigham Young University, 1979
Harry Scoville Award (Young Administrator of the Year) Los Angeles Chapter, American Society for Public Administration, 1960
Distinguished Service Award (Young Man of the Year), Glendale, 1960
Salinas Chamber of Commerce Award, 1976

Contributions to Professional Journals and Books

I have written a number of journal articles and chapters for International City/County Management Association books and publications, at ICMA's request, notably chapters in

the Municipal Yearbook for 1961, 1962, 1963 and 1964, two chapters in the ICMA training manual for public relations in 1966, and "A Unified Response to Urbanism," the standard booklet on the council-manager plan, which was published in 1966 by ICMA.

In addition, I have contributed, at various journals' request, articles on fleet operations, public works reorganization, audio-visual reports to the public, emergency preparedness, public relations, cost effective park maintenance, reclaiming disposal sites for park use, fighting hill fires with helicopters, motivation in government, the role of the citizen in government, and others, in American City, Public Management, Western City, Public Works, Alabama Municipal Journal, Municipal South, Trojan in Government, and the Glendale Independent. I also co-authored the Municipal Budgeting Guidelines for the League of California Cities in 1972, and edited the League's 1994 report "Making California's Governments Work."

References

Dan Whitehurst, Funeral Director/Attorney and former Mayor, City of Fresno, Fresno, California

Henry Hibino, President Hibino Farms, and former Council Member/Mayor, City of Salinas, Salinas, California

Barbara Gard, Executive Director of the California Psychiatric Association and former Mayor of City of Redding

Lee D. Fulton, M.D., former Mayor of Redding, California

K. Maurice Johannessen, State Senator, and former Mayor of Redding, California

RESOLUTION NO. 96-99

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING PERSONAL SERVICES CONTRACT WITH
BOB CHRISTOFFERSON FOR THE POSITION OF DEPUTY CITY
MANAGER EFFECTIVE JULY 22, 1996

RESOLVED, by the Lodi City Council that the Personal Services Contract with Bob Christofferson be and is hereby approved for the position of Deputy City Manager of the City of Lodi, effective July 22, 1996.

Dated: July 17, 1996

I hereby certify that Resolution No. 96-99 was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 17, 1996, by the following vote:

AYES:	COUNCIL MEMBERS -	Davenport, Mann, Pennino, Sieglock and Warner (Mayor)
NOES:	COUNCIL MEMBERS -	None
ABSENT:	COUNCIL MEMBERS -	None
ABSTAIN:	COUNCIL MEMBERS -	None


JENNIFER M. PERRIN
City Clerk